

REQUEST FOR OFFER

RFO #: EARS-08-006

**For:
California Department of Public Health
Education and Administration Reporting System (EARS)**

For: CMAS – IT CONSULTING-SOFTWARE DEVELOPMENT

Date: February 14, 2012

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed MA or CMAS contract.

Read the attached document carefully.

The RFO Due Date is: February 29, 2012, 5:00 PST.

Responses to this RFO must be submitted by electronic mail to the procurement contact listed below.

Email: CPNSITRequest@cdph.ca.gov

**California Department of Public Health
Division of Chronic Disease Injury Control
Cancer Control Branch
Network for a Health California**

Purposely Left Blank

General Information

1. BACKGROUND AND PURPOSE OF THE RFO

A. Purpose of the RFO

The purpose of this RFO is to solicit responses from qualified CMAS vendors to provide modifications to a CDPH acquired (Commercial off the Shelf) COTS system. The Cancer Control Branch, Network for a Healthy California (*Network*) acquired a no-cost COTS application from Nutrition Education Tracks, the educational organization participating in the Pennsylvania state nutrition education program. The Pennsylvania state COTS application is currently called the Pennsylvania Nutrition Education Tracks. This application will be modified by a qualified CMAS vendor to incorporate the functional requirements for this project (as identified in Attachment F and outlined in Scope of Work (SOW) functional requirements). The modified off-the-shelf (MOTS) product will be hosted at OTech in an extranet environment. The vendor will also provide requirements analysis, application modification, and training services. In addition, the vendor will be responsible for providing technical and system knowledge transfer to the *Network* technical staff for ongoing system support and maintenance.

B. Background

The *Network* is a statewide movement of local and regional partners collectively working toward improving the health status of low-income Californians through campaigns and programs designed to increase fruit and vegetable consumption and daily physical activity. The campaigns and programs include the *Children's Power Play! Campaign*, *Latino Campaign*, *African American Campaign*, *Retail Program*, and *Worksite Program*. Collectively the campaigns and programs are called the Fruit, Vegetable, and Physical Activity Campaigns (FVPA).

Multiple settings are used to facilitate behavior change in the homes, schools, worksites, and communities of low-income Californians to create environments that support fruit and vegetable consumption and physical activity.

The *Network's* local projects represent over 100 local agencies in a variety of different community channels, including:

- low resource school districts
- local health departments
- county offices of education
- public colleges and universities
- Indian tribal organizations
- city government
- First Five Commission
- cooperative extension agencies
- sister programs within the California Department of Public Health
- park and recreation departments
- non-profit organizations

Regional Networks (RN) deliver state-developed consumer campaigns and programs to maximize the impact of Supplemental Nutrition Assistance Program-Education (SNAP-Ed) intermediaries. Through nutrition education initiatives based on locally identified needs, challenges, and priorities, RN provide customized training, forums, technical assistance, and foster regional collaborative efforts with the SNAP-Ed communities. Eleven RN together provide services to all California counties. The RN conduct activities in three major areas:

- *Maximize Local Impact* – The RN provide training, coordination and communication support to all Network-funded projects and other stakeholders in the region.

- **Mobilize Community Action** – Each region includes a Regional Collaborative – individuals, organizations, advocates, community leaders, businesses and others with expertise in nutrition, physical activity, hunger prevention/food security, and under-served communities. Hundreds of people and organizations, including Local Incentive Awardees, Special Projects, and Campaigns, belong to the 11 Regional Collaborative. The RN provide administrative support to the Regional Collaborative and facilitate nutrition education initiatives that make it easier for low-income Californians to adopt healthy eating and physical activity lifestyles in their communities.
- **Reach Out to Consumers** – The RN implement regional Campaigns and Programs that focus on special populations.

All of the activities funded by the United States Department of Agriculture (USDA) are designed to reach SNAP-Ed eligible consumers. The development and preparation of data collection for the Semi-Annual Activity Report (SAAR) and Education and Administrative Reporting System (EARS) is a means to provide evaluation of activities and evaluation resources to the *Network*.

To ensure that *Network* programs are targeting the SNAP-Ed eligible audience, the local projects, RN and FVPA track their activities through an Activity Tracking Form (ATF). The ATF is an Excel document customized for each project, RN and FVPA. The form is designed to track and compile Federal and State Share program activities, allowing the *Network* to verify program activities are reported in a quantitative, accurate manner. Major program activities include: 1) direct education, 2) indirect education, 3) social marketing, and 4) non-target audience interventions. The ATF allows contractors to keep track of major *Network*-related activities every six months in a chronological fashion by SAAR and EARS category.

Each educator (estimated at 40,000) informs their local project director (there are 130-140 local project directors) or their RN manager (there are 11 RN managers) each time a nutrition education activity is conducted. The project director in turn records the activity on the ATF. State program managers review the data while State Research and Evaluation staff compiles the data. The *Network* ultimately analyzes the data to more effectively provide nutrition education to the SNAP-Ed eligible consumers.

An estimated 400 staff (of which 350 are external to CDPH and 50 are *Network* staff) are involved in the SAAR and EARS reporting process.

Objectives of the EARS project

In order to implement the requirements mandated by the USDA, (http://snap.nal.usda.gov/nal_display/index.php?info_center=15&tax_level=1&tax_subject=243) *Network* developed a Feasibility Study Report (FSR). The CDPH Chief Information Officer (CIO) approved the FSR on December 28, 2011 with the following project and system objectives:

Project Objectives

Within one year of implementation, the following objectives will be met:

- Reduce EARS data reporting process time by at least 65% from previous reporting period.
- Reduce EARS data cleaning and compiling by at least 90% from previous reporting period.
- Increase EARS data quality by at least 60% from previous reporting period.
- Increase the amount of *Network* contractors time conducting programs on SNAP-Ed activities by at least 30%.

System Objectives

The objectives of the EARS system are:

- Address the business problems and functional requirements identified in functional requirements attachment.
- Enable data exchange with external contractors and other *Network* partners and the internal *Network* staff.

- Minimize the *Network's* technological risk and provide the opportunity for vendor added functionality in the future (in functional requirements).
- Fit within current department standards for operating system, application and database servers. This reduces the overall cost by allowing the Department to leverage existing knowledge and experience.
- Support the current CDPH approved COTS Platform: The Microsoft .Net and SQL Server are the standard environments already in wide usage throughout CDPH and Office of Technology Services (OTech).
- Minimize the amount of code that is written and tested in comparison to the full development alternative thus reducing the development lifecycle of the project.
- Include auditing and reporting functions that will be built into the proposed solution: The majority of data reporting functions are key to the proposed solution.
- Enable future scalability and a phased deployment.
- Leverage best practices already incorporated in the software through other customers with the same or similar missions (i.e. USDA EARS reporting).
- Align with the California Information Technology Strategic Plan and the CDPH Strategic Plan's directions.
- Reduce project risk because the proposed solution has been successfully implemented in other states mandated by USDA EARS reporting.
- Effectively generate federally mandated EARS reporting on Supplemental Nutrition Assistance Program Education (SNAP-Ed) activities reported by *Network* contractors while ensuring that federal program reimbursements up to \$110 million are spent primarily with the *Network's* target audience.
- Provide a mechanism for the *Network* to identify contractor's progress and obligations effectively as outlined in the contractor's Scope of Work (SOW).
- Provide the USDA with uniform state-level programmatic data to inform Federal management decisions, support policy initiatives, provide documentation for legislative, budget and other requests, and support planning within state and federal agencies.
- Incorporate similar *Network* SNAP-Ed tracking systems functionality such as the Semi-Annual Reporting System (SAAR).

The EARS system will be housed at OTech. The project costs include the purchase of sufficient hardware and software for test and production environments. The solution will use hardware and software that is compliant with OTech and the State's standards. The *Network's* Information Technology Section will oversee the design, development, and implementation of the new system and will support the system in production. The vendor will work with *Network* for installation. The vendor solution will also provide training on the system and train the trainers who will be responsible to train the *Network* users.

The FSR for the EARS project is available by request from the procurement contact listed on the first page of this RFO. Background information on *Network* programs is provided in the FSR.

2. KEY DATES

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

EVENT	DATE
1. Release of RFO	February 14, 2012
2. RFO Response Submission Due date (and time)	March 02, 2012 by 5:00 PM PST
3. Contractor Presentations and Interviews	March 8 to March 15, 2012
4. Notification of Intent to Award	March 19, 2012
5. Anticipated Contract Award	May 2012

3. COST OF OFFER

Offer should not exceed \$247,750. *Contractor shall include cost for 100 discretion hours.*

4. RFO RESPONSE REQUIREMENTS

This RFO and the offeror's response to this document will be made part of the ordering department's Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described herein. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A provided as below.

The offeror must submit an electronic copy of their response to the department email contact listed on the cover sheet to this RFO.

5. RFO RESPONSE CONTENT

The majority of the information required to respond to this RFO is contained in the State's Scope of Work, Attachment A.

The following documents must be included in all offers:

IMPORTANT: The contractor's References, Resumes, and Key Staff Qualifications must be submitted in a file or files **separate** from the other document(s) in the contractor's response.

Cover Letter

The cover letter must include the **title and number** of this RFO as well as the contractor information listed below:

- Contractor name, contact and address as listed on the CMAS contract
- CMAS contract number and term dates
- Small Business number (if applicable)
- DVBE certification number (if applicable)
- Total offer amount
- Signature of an individual authorized to enter into contracts for the contractor

Contractor References*

Provide three customer references (See Attachment D - Vendor Reference Form). The reference information for the contractor must include the following:

- Name of customer organization
- Name of the project
- Types of services provided
- Contractor role on the project
- Customer point of contact – including e-mail address and phone number

Resumes

Provide a complete resume of the relevant experience for each contractor staff person proposed to support the contractor's ability to perform the activities and produce the deliverables identified in Attachment A – Scope of Work. Resume entries should clearly demonstrate that the experience requirements described in the "Key Staff Qualifications" form in Attachment E of the RFO are met. Provide a minimum of three references for each staff person.

Understanding and Description of Tasks to be Performed

Include a description of your understanding of the project's goals and the SOW. Describe the activities and deliverables the proposed team will perform to complete the required work and accomplish the project goals. Provide a preliminary work plan that shows the tasks, activities and team members the contractor will use to support the SOW and accomplish the project goals. Include your expectations of all entities outside your own team.

Methods and Tools

Describe the methods, tools and standards that will be used to complete the tasks identified in the SOW.

Costs

Provide costs by deliverable in a table similar to the one shown in Attachment B Cost Data Sheet. Include a separate entry for the 100 hours of discretionary tasks/deliverables.

Work Sample

Provide an illustrative work sample, completed by the key staff being proposed, from a similar engagement. This may be an excerpt from previous deliverables and should be no more than 50 pages. The objective should be to provide a sample that illustrates performance of similar work and capability to perform tasks and deliverables in the SOW.

6. PRESENTATIONS AND/OR INTERVIEWS

CDPH will schedule interview(s) with the highest rated contractor(s) based on the submitted offers. Selection of contractor(s) to be interviewed will be based on their administrative, desirable qualification, technical and cost scores. Key staff identified by the contractor must participate in the interview. The selection team does not wish to receive a presentation on corporate/company qualifications. The selection team expects proposed staff to describe their understanding of the job and their approach to performing the work. The proposed staff in attendance will be asked a predetermined set of questions to assess their experience and qualifications. The approximate dates for the interviews/or presentations as listed in Section 2 of this RFO. The proposed key project staff identified on the Organization Chart must be in attendance, deliver the presentation on their project approach and respond to questions.

Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the requirements of the SOW in Attachment A. If a response is missing information required it may be deemed not responsive. Further review is subject to department's discretion.

* **IMPORTANT:** The contractor's References, Resumes, and Key Staff Qualifications (Attachment E) must be submitted in a file or files **separate** from the other document(s) in the contractor's response.

Evaluation of Offers and Selection Criteria

Offers in response to this RFO will be reviewed first for completeness of the response content. Offers will then be reviewed to determine whether they satisfy the minimum mandatory requirements (the pass/fail criteria). If an offer does not satisfy the minimum mandatory requirements, the offer will not be scored on the remaining criteria. Further review is subject to the discretion of CDPH.

Award of a contract resulting from this RFO against the contractor's CMAS contract will be based on a best value method that includes cost as a factor in the selection process.

The following will be used to score contractor offers:

Response Content	Pass/Fail
Qualifications - Mandatory	Pass/Fail
Qualifications - Desirable	55 Points 18%
Technical	55 Points 18%
Cost	150 Points 50%
Administrative Criteria	20 Points 7%
Interview	20 Points 7%
Total	300 Points 100%

Each offer for services will be reviewed and scored based on the following criteria:

Response Content (Pass/Failed)

- Cover letter including:
 1. Title of this RFO
 2. Contractor's company name, contact and address as listed on the CMAS contract.
 3. CMAS contract number.
 4. Small Business number (if applicable).
 5. Disabled Veteran Business Enterprise (DVBE) certification number (if applicable).
 6. Total amount of proposal.
 7. Signature of an individual authorized to enter into contracts for the company, staff, and subcontractor.
- Description of approach and methodology
- Contractor's company reference (minimum three)
- Resume and references for each proposed staff (minimum three references for each staff)
- Cost Sheet
- CMAS Contract

Qualifications - Mandatory (Pass/Fail)

At a minimum, each proposed team member must have experience in at least one area listed below. However, experience in all areas listed below must be addressed collectively as a team. Failure to meet these mandatory qualifications will result in disqualification of the proposal.

- Minimum four years of professional experience in the development and implementation of systems using n-tier architecture and web-based technology consistent with Department standards listed under RFO Attachment A – SOW, Technical Components. (Pass/Fail)
- Minimum two years of experience in performing requirements analysis and documenting the results of Joint Application Development (JAD) sessions. (Pass/Fail)

- Minimum two years of experience in developing technical or functional documentations and test cases. (Pass/Fail)
- Minimum three years of professional experience in designing, constructing new and modifying existing relational databases. (Pass/Fail)
- In-depth knowledge and professional experience in web-based application programming languages and tools listed under RFO Attachment A – Scope of Work, Technical Components. (Pass/Fail)

Additionally, the contractor's team lead for the project must meet the following requirements:

- Project Lead - Minimum four years of broad and extensive project management experience. At least two years of that experience must be in a lead capacity in the application of information technology or business practices projects. (Pass/Fail)
- Project Lead - Must have experience in managing the business issues associated with project requirements and in-depth experience with managing the day-to-day operations of the project. (Pass/Fail)

Qualifications - Desirable (55 points)

- Contractor experience in the design, development and implementation of web-based applications for a federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) reporting. (10 points)
- Contractor knowledge and/or experience working with internet website accessibility and format standards. (10 points)
- Contractor knowledge and/or experience working with Government/State application development process. (10 points)
- The contractor's references include projects similar in size and duration as EARS (10 points)
- The proposed team members possess the qualifications and experience required for the project to complete the identified tasks and produce the deliverables. (5 points)
- Contractor experience in managing the business issues associated with project requirements and in-depth experience with managing the day-to-day operations of the project. (5 points)
- The contractor's qualifications, experience and record of prior successful engagements of a similar nature that demonstrate the ability to support the SOW and the project's goals. (5 points)

Technical (55 points)

- The proposed approach, methodology, activities and deliverables support the SOW and accomplish the project goals. (20 points)
- The tasks and deliverables identified in the work plan fulfill the SOW and accomplish the project goals. (20 points)
- The work sample provided is acceptable and demonstrates the contractor's ability to accomplish the tasks and deliverables identified in the SOW. (15 points)

Cost (150 points)

- All offers must not exceed the budgeted amount for the project. Any offer that exceeds the budgeted amount will not be considered further. The offer with the lowest total cost that also satisfies minimum requirements will receive 150 points. Other offers will receive fewer points in proportion to their proposed cost compared to the lowest cost offer. (150 points)

Administrative Criteria (20 points)

- The organization chart identifies all team members and their reporting responsibilities. The role of each team member is clearly described in the offer and the work plan clearly identifies the work tasks for which each team member will be responsible. The composition of team members and their assignments to tasks on the work plan demonstrate that the contractor's team is capable of fulfilling the SOW and goals of this engagement. (10 points)
- Resumes are included for each team member which describe their qualifications and experience levels in detail and show qualifications of the proposed individuals. (10 points)

Interviews (20 points)

- During the interview, key staff demonstrates an understanding of the goals of the EARS project, the tasks and deliverables of the SOW and the relationship of the SOW with the project goals. (10 points)
- Key staff clearly explains how their proposed approach, methodology, tasks, deliverables and work plan support the SOW and the project's goals. (5 points)
- Key staff demonstrates an understanding of the design, development, and implementation of web-based applications in relation to large IT projects. (5 points)

Interviews and/or Presentation

CDPH will schedule the interview(s) with the highest rated contractor(s) based on the submitted offers. Selection of contractor(s) to be interviewed will be based on their administrative, desirable qualification, technical, and cost scores. Key staff identified by the contractor must participate in the interview. The selection team does not wish to receive a presentation on corporate/company qualifications. The selection team expects proposed staff to describe their understanding of the job and their approach to performing the work. The proposed staff in attendance will be asked a predetermined set of questions to assess their experience and qualifications. The approximate dates for the interviews/or presentations are listed under the Key Dates (page 5) of this RFO. The proposed key staff identified on the Organization Chart must be in attendance, deliver the presentation on their project approach and respond to questions.

ATTACHMENT A – SCOPE OF WORK

A. SCOPE AND DESCRIPTION

The following are general tasks for the purpose of contractor proposal development. The contractor is expected to include additional activities and tasks they believe would ensure a successful engagement. If the contractor cannot provide these services or requirements they must list them and the reasons why in their proposal.

The SOW reflects the contractor services provide by the contractor for CDPH. This SOW is governed by and incorporates by reference the terms and conditions of the CMAS. This will be a deliverable-based contract. The Vendor shall submit invoices upon CDPH and *Network* acceptance and approval of each deliverable.

Within 15 business days of the start of the engagement, the contractor will provide CDPH with a Detailed Project Plan that builds on the preliminary plan presented in the contractor's offer. This Detailed Project Plan is required but will not be a paid deliverable. This plan will identify the CDPH resources such as subject matter experts needed for each task and how much of their time will be required. The work plan will use MS Project and identify all work and resources required to accomplish the objectives and requirements of this engagement. During development of the Detailed Project Plan, the contractor will work with the State's project manager and IT program lead to identify the vendor deliverables for which the vendor will prepare and submit Deliverable Expectation Documents for CDPH approval before the vendor begins work on those deliverables.

The selected contractor will develop the EARS application for CDPH by modifying the COTS Nutrition Education Tracks system. The selected contractor will modify and implement the EARS system that satisfies the following requirements. Also see Attachment F – EARS Functional Requirements for other Mandatory Technical and Desirable Business Requirements:

1. Gather, analyze and document the requirements (both business and technical) for the EARS system. These will include the requirements associated with Supplemental Nutrition Assistance Program-Education (SNAP-Ed) activities.
2. Design, develop, modify, test, and implement the EARS application based on the approved business and technical requirements.
3. Develop, modify, test, and implement the Web-based EARS system within the OTech data center in a virtualized environment.
4. Develop, modify, test, and install the EARS application within the OTech extranet environment that allows access only to authorized *Network* contractors and CDPH staff.
5. Design, develop, modify, test, and implement functionality to modify data that includes entering and enforcing data integrity, updating, deleting, and retrieving data. Other functions such as importing, exporting, searching, and geo-coding are included in this category.
6. Design, develop, modify, test, and implement functionalities of alerting users via email. Alerts within the system including dialogue boxes will arise for errors and validations.
7. Design, develop, modify, test, and implement data input and data retrieval process with a role based authentication and secure data.
8. Design, develop, modify, test, and implement audit logs that will be maintained for user activity associated with time spent on each screen, data changes, and workflow approval.

9. Design, develop, modify, test, and implement system that will minimally allow 400 concurrent users to access and perform transactions in the system at any given time. Authenticated users will have role-based functionalities and views within the system.
10. Design, develop, modify, test, and implement system that will maintain a repository where users can view, upload and download documents, restrict file types, and set configurable size limits on files.
11. Design, develop, modify, test, and implement the system to maintain a repository where users can view, upload and download documents, restrict file types, and set configurable size limits on files.
12. Design, develop, modify, test, and implement system that will perform an approval workflow for *Network* staff to approve submitted data. *Network* staff can edit, approve, and disapprove data submitted.
13. Design, develop, modify, test, and implement the system that will include archiving and purging functionalities.
14. Design, develop, modify, test, and implement the system that will be compatible with standard browsers by satisfying all Priority 1, 2, and 3 guidelines, for "AAA" compliance of the World Wide Web Consortium (W3C), Web Content Accessibility Guidelines 1.0 (referenced in <http://www.w3.org/TR/UNDERSTANDING-WCAG20/conformance>). The system will incorporate GUI design using lists and point and click capabilities. The system will also be ADA compliant.
15. Design, develop, modify, test, and implement the system that will generate pre-populated interfaces and fields including calculations, specific to the user.
16. Design, develop, modify, test, and implement the system to generate standard, complex and ad hoc reports including graphs.
17. All access from the application layer to the SQL Server in the database layer must use SQL stored procedures.
18. The test, acceptance test, staging, and production environments will reside within the OTech application hosting environment and development server will be located at CDPH East End Complex.
19. The system must comply with all appropriate safeguards to protect the confidentiality of CDPH databases and the individual records containing personal or confidential information as specified by law.
20. The system must allow for flexibility to support future USDA EARS reporting requirements and other non-mandated fields to collect data for SNAP-Ed.
21. The system must satisfy the business and technical requirements elaborated in the Software Requirements Specification (SRS) document prepared by the vendor based on CDPH input and approved by CDPH.
22. The EARS must comply with the State of California's Governor's standards for websites, CDPH's Application Development Environment (ADE) standards, and the CDPH Web Applications Architectures.

23. The EARS system will comply with State and federal disability accessibility laws and standards, specifically Section 508 of the Rehabilitation Act (referenced in Government Code 11135), and the Section 508 standards and recommendations made by the State of California's Information Organization, Usability, Currency, and Accessibility Working Group (IOUCA).

B. CONTRACTOR TASKS AND RESPONSIBILITIES

Contractor shall make available to the State technically qualified personnel required to accomplish the following major activities according to the project schedule agreed to by both the State and Contractor.

1. Provide the CDPH with a Detailed Project Plan, within 15 business days of the start of the engagement, which builds upon the preliminary plan presented in the contractor's offer. During development of the Detailed Project Plan, contractor will work with the State's project manager and IT program manager to identify the vendor deliverables for which the vendor will prepare and submit Deliverable Expectation Documents for CDPH approval before the vendor begins work on those deliverables.
2. Assist the CDPH project manager with the development of project status reports and presentation of the project progress to the EARS Steering Committee, CDPH's Project Management Office and OCIO.
3. Provide the CDPH project manager and project director with verbal project progress reports at regularly scheduled weekly State project management meetings. At a minimum, the project progress report must include the tasks completed since the last progress report and the status and/or resolution of previously identified issues and new issues identified that might impact the timely completion of the defined tasks or deliverables. Report should indicate how contractor plans to get back on track if project falls behind schedule.
4. Work collaboratively with the CDPH project manager to follow State-established practices for issue, risk, change management, and other project management processes.
5. Conduct detailed analysis to define and document the business and technical requirements for EARS systems including the secure website for Network local contractors to self-report the EARS data mandated by the USDA.
6. Design and develop EARS according to the defined and approved requirements above.
7. Work closely with the CDPH and OTech technical team to configure the development, staging, and production system environments at OTech. The State will purchase and install all hardware and system level software required for EARS.
8. Conduct unit, integration and system testing to ensure the system meets the defined and approved business and technical requirements.
9. Design and develop reporting modules needed for EARS.
10. Develop the user acceptance test cases based on input and approval from the *Network* EARS team.
11. Modify the system based on results from user acceptance testing and support regression testing.
12. Update the Project Plan after each project activity is completed.
13. Document the systems development methodology used for EARS and related processes and procedures.

14. Track and document all changes that are accepted. This task must be done in a collaborative effort between the Contractor, project manager, project director and project team.
15. Make available all project deliverables in electronic format in a collaborative effort between the Contractor, project manager, project director and project team. Supply hard copies of deliverables if requested.
16. The contractor shall designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract for services. This person shall be responsible for the overall project and shall be the contact for all invoice issues and contractor staffing issues.
17. Written reports will be subject to review and approval by CDPH and the contractor will be required to formally respond to CDPH review results. Payment to the contractor will be contingent upon final approval of each written deliverable.
18. The contractor shall comply with all applicable CDPH and State policies and procedures including, but not limited to, policies regarding Sexual Harassment Prevention, Health Insurance Portability and Accountability Act of 1996 Privacy, IT Security, Workplace Violence Prevention, and Emergency Preparedness.
19. The contractor will make its best efforts to maintain staff continuity throughout the life of the project. CDPH will be notified, in writing, of any changes in the personnel assigned to tasks. If a contractor employee is unable to perform his or her duties due to illness, resignation, emotional instability, incarceration, or other factors beyond the contractor's control, the contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel must meet all requirements of this RFO and SOW and must be approved by CDPH in writing prior to initiating work.
20. Provide knowledge transfer for designated *Network* staff responsible for the on-going system support and maintenance.

C. DELIVERABLES

At a minimum, the contractor must provide to the State, for review and acceptance the following deliverables:

1. Detailed Project Plan – A comprehensive project work plan, within 15 business days of the start of the engagement, detailing major tasks, milestones, with anticipated start and end dates. This includes a detailed project schedule in Microsoft Project. The Detailed Project Plan will build upon the preliminary plan presented in the contractor's offer. During development of the Detailed Project Plan, contractor will work with the State's project manager and IT program manager to identify the vendor deliverables for which the vendor will prepare and submit Deliverable Expectation Documents for CDPH approval before the vendor begins work on those deliverables. *Note: This is not a paid deliverable.*
2. Joint Application Development (JAD) Documents – Results of sessions and/or interviews as appropriate to gather the business and system requirements for the EARS application.
3. Software Requirements Specifications (SRS) - A requirements report, including:
 - *Requirements Traceability Matrix* - identifying the business rules, data elements and data sources required for the EARS application.
 - *Functional and Technical Requirements* - Contractor will ensure all system requirements and assumptions are clearly documented and understood.

The contractor will consult with the CDPH Information Security Officer and technical subject matter experts to ensure that all applicable IT security and architecture requirements are clearly documented and understood.

4. Data Dictionary and Data Model - Detailing all fields including the type, length, default value, and description among others.
5. Software Design Specifications – Based on the identified requirements and in consultation with State staff, contractor will develop mock-ups of inputs and outputs (including screens, drop-down listings, field populations, forms, tables, and reports) and other elements to document planned system functionality.
6. Coding Documents - Include all source code and Use Case Walk-through result documents.
7. System Documentation – Technical documentation of the EARS system including but not limited to data extraction processes, file/data transfer requirements, and interfaces.
8. Test Plan/Testing Deployment Strategy - Include system and user acceptance testing goals, measurable objectives, schedule, and test cases with expected results.
9. Unit/System Test Report - Contractor will be responsible to perform unit, integration and system testing to ensure proper functionality and performance of the system. System testing will include system back-up and recovery testing. Contractor will submit a report documenting the results of unit/system testing.
10. User Acceptance Testing Completion Report – Contractor will assist with the acceptance testing conducted by internal CDPH staff and selected *Network* local contractors. Upon successful completion of acceptance testing, as determined by CDPH, contractor will prepare a report documenting the results of acceptance testing. The report will show that the system has successfully passed all tests.
11. Implementation Plan – The plan describing the processes that will be used to implement the EARS system and accessibility to the new EARS Website.
12. Training Plan – The plan the contractor will use to train CDPH *Network* information technology staff and *Network* local contractors on EARS. The plan will also address knowledge transfer to State staff on operation and maintenance of EARS. Use of webinar format for delivering training to CDPH *Network* staff outside the Sacramento area is acceptable.
13. Training Materials – The materials and documentation that will support vendor training of CDPH *Network* information technology and *Network* local contractors on EARS.
14. Training Completion Report – Document successful completion of training sessions including how many users completed, what type of specific users (i.e. CDPH *Network* information technology staff, *Network* researcher), and evaluations.
15. On-going Maintenance and Support Document – Including descriptions of the development staging and production environments, detail system and files configuration, versioning standards, and step-by-step instructions on performing enhancement and bug fixes.
16. Knowledge Transfer Acceptance Report – Document successful completion of technical and system knowledge transfer from contractor staff to State staff.
17. Monthly Project Status Report - On a monthly basis, the contractor's project lead shall provide the State with a written project status report in a format acceptable to the State. Once accepted by the CDPH Contract lead, this project status shall be forwarded to the Department's Project Management Office by project manager. *Note: The deliverable, consisting of all project status reports, will be paid for at the end of the project.*

Deliverable Requirements

General Deliverable Requirements

The contractor will provide written deliverables in Microsoft Office format. Any exceptions will be communicated from the CDPH *Network* Program Manager. The distribution of deliverables will be provided to the contractor by the CDPH *Network* Program Manager.

Discretionary Deliverables

The contractor will include up to 100 hours for discretionary deliverables which may be required by the State under this contract. The contractor's offer must state the basis for these discretionary hours (e.g., the hourly rate per classification). The CDPH *Network* Program Manager must approve the use of discretionary hours in advance.

Additional Deliverables

The contractor's offer may specify additional deliverables to meet the requirements of this SOW.

Approval of Deliverables

The CDPH *Network* Program Manager will be the sole judge of the acceptability of all work performed and all work products produced by the contractor.

Invoicing for Deliverables

The contractor shall submit invoices to the CDPH *Network* Program Manager upon CDPH approval of each deliverable. If CDPH does not approve the identified deliverables in this SOW, payment of invoice will be withheld by CDPH and the contractor will be notified. The contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-approval, and demonstrate to the CDPH that it has successfully completed the deliverable before payment will be made.

The State will withhold ten percent of each invoice amount. The vendor will invoice the State for the accumulated withhold amount at the end of the contract, i.e. the last invoice submitted.

Technical Components

Design, development and implementation of EARS will consist of the following technical components. See Attachment E for Proposed System Architecture.

1. Internet Protocol – MS IIS.
2. Operating System: Windows Server 2008
3. Database Management System – SQL Server Database 2008
4. Application development language – Visual Studio 2010, Visual Basic 2008

Technical Platform

EARS shall be installed and configured according to OTech's and CDPH's technical standards including network server technology, network communication, and application development. Refer to the CDPH Information Security Office's Information Systems Security Requirements for Projects (ISO/SR1).

D. ACCEPTANCE CRITERIA

The State shall provide feedback or acceptance acknowledgement to the contractor within five business days of receipt of each deliverable. All deliverables must be in a format that are defined and agreed between the State and contractor. It shall be the State's sole determination as to whether a deliverable is successfully completed and acceptable to the State. The deliverable review process will include at least one draft review by CDPH (designated project staff and key stakeholders). CDPH's feedback is expected to be incorporated into the deliverable to ensure acceptance. The deliverable will then be finalized and submitted to CDPH for approval or rejection. A deliverable sign-off sheet must accompany the deliverable at final submission.

Acceptance criteria shall consist of the following:

1. Reports on written deliverables are completed as specified and approved.
2. All deliverables must be in a format that can be used by the State.
3. If a deliverable is not accepted, the State shall provide the rationale in writing within 5 days of receipt of the deliverable or upon completion of acceptance testing period.

E. OTHER REPORTING REQUIREMENTS

1. On a monthly basis, each contractor staff person shall complete a timesheet.
2. The contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the State.

F. STATE RESPONSIBILITIES

- CDPH will provide office space, as needed, for the duration of the contract including: desk, chair, telephone, PC, internet connection, card keys, and access to printer, copier and fax services.
- CDPH will provide licensed application development tools for Visual Studio 2010.
- The Network Program manager is the contact person to whom all contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the contract and associated documents with the contractor to ensure understanding of the responsibilities of both parties.
- CDPH will provide sufficient access to appropriate levels of staff, business representatives, other users, and department management, as appropriate to facilitate the performance of consulting tasks and creation of consulting deliverables.
- CDPH will provide timely review and approval of the deliverables provided by the contractor in order for the contractor to perform its obligations under the contract. The contractor should allow for a minimum of five business days for CDPH to review any deliverable unless agreed to otherwise in advance.
- Provide access to business and technical documents as necessary for the contractor to complete the tasks identified in the department's purchase document.
- CDPH will provide payments based on the completion and acceptance of specific deliverables as identified in the Cost Data Sheets (see Attachment C).

Travel

Travel costs are included in the approved CMAS hourly rate and will not be paid separately.

H. GENERAL PROVISIONS

In the event that the following conflicts with the CMAS General Provisions for Information Technology, then CMAS General Provisions for Information Technology will take precedence. These provisions are available from the Department of General Services' web site at:
<http://www.documents.dgs.ca.gov/pd/cmas/MASTCIT8-10.pdf>

Deliverable-Based Contract

This Contract is deliverable-based. The hours projected for each identified deliverable will be used to assess the reasonableness of the contractor's offer. The contractor may not invoice the State for any costs exceeding the maximum amount identified to complete a deliverable. Any excess shall not be a cost to the State. Any other contractor costs not specifically included in the RFO or not specifically authorized in writing by the State will not be reimbursed by the State. No reimbursement for travel will be made under this agreement.

Amendments

At the State's sole discretion, the purchase order may be extended for time or time and money and may be amended consistent with the terms and conditions of the original contract. The basis for any amendment must be identified and will be rated in the contractor's original offer.

Any purchase order resulting from this RFO may be amended to change the quantity, contract term, total contract dollar amount, and the SOW by mutual agreement of the parties. Amendments to the purchase order will be issued by the CDPH Purchasing Services Unit. All such amendments shall be in writing.

Problem Escalation

The parties acknowledge and agree that the contractor may wish to escalate issues pertaining to the administration of this contract by CDPH. Such issues may include, but are not necessarily limited to, invoice processing and CDPH timeliness in meeting its other contractual obligations.

Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the contractor will determine the level of severity and notify the appropriate CDPH personnel as specified by the CDPH Contract Manager. The CDPH personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue.

The contractor will advise the CDPH Contract Manager of any intended escalation. If the contractor is not entirely satisfied that the State is exercising its best efforts to resolve any problem or issue in an appropriate period of time, then the contractor must escalate the problem or issue to the next appropriate level(s).

Ownership of Products

Refer to Section 37 "Rights in Work Product" of the CMAS General Provisions for Information Technology. CDPH will retain ownership of all documents, procedures, etc. that the contractor develops while under contract with CDPH.

Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this Agreement, or which become available to the contractor in carrying out this Agreement, shall be protected by the contract from unauthorized use and disclosure. The contractor must conform to the HIPAA Business Associates Agreement, as presented in Attachment H - HIPAA Business Agreement.

Refer to Section 34 "Confidentiality of Data" of the CMAS General Provisions for Information Technology. In addition to these CMAS General Provisions pertaining to confidentiality, the contractor will sign all

confidentiality, privacy, security and conflict of interest agreements as required by CDPH to successfully provide the services described in this SOW/RFO.

Exclusion for Conflict Of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT goods or services or assisting in the preparation of a feasibility study report, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from state adoption of such recommendations.

Refer to Section 67 "CMAS-Conflict of Interest" of the CMAS General Provisions for Information Technology.

Disclosure of Financial Interests

Proposals in response to State procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (i.e., service contracts, OEM contracts, remarketing contracts, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

Follow-On Contracts

Refer to Section 43 "Follow-On Contracts" of the CMAS General Provisions for Information Technology.

Disposition of Response Materials Following Award

All materials submitted in response to this RFO will become the property of CDPH and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). CDPH will disregard any language purporting to render all or portions of any response and price offer confidential.

Following Purchase Order approval, all materials submitted in response to this RFO shall be available for review, inspection, and copying during normal business hours.

Inspecting/Obtaining Copies Of Offers And/Or Response Materials

Persons wishing to obtain copies of any response, price offer, or RFO related materials may submit a written request to CDPH via electronic mail, U.S Postal Service, or personal delivery at the address identified below. The requestor must specifically identify and/or describe the items he or she wishes to receive copies of and indicate the number of copies requested.

CDPH reserves the right to impose a charge of **ten cents** per page for all requested copies. If a copying/mailling fee is imposed, the requestor will be required to submit a check or money order covering the copying and/or mailing costs to CDPH at the address noted below. CDPH will attempt to fulfill all copy requests as promptly as possible. Submit copy requests as follows:

U.S. Postal Service:	Courier or Hand Delivery:
Request for Copies: California Department of Public Health Division of Chronic Disease Injury Control Cancer Control Branch Network for a Healthy California Information Technology Section 1616 Capitol Ave, 6th Floor, MS 7204 Sacramento, CA 95814	California Department of Public Health Division of Chronic Disease Injury Control Cancer Control Branch Network for a Healthy California Information Technology Section 1616 Capitol Ave, 6th Floor, MS 7204 Sacramento, CA 95814
Email: CPNSITRequest@cdph.ca.gov	

Award Objections

California law does not provide a protest or appeal process against award decisions made through an informal selection method. Respondents submitting a price offer in response to this RFO may not protest or appeal the award. CDPH's award decision shall be final.

Debriefings

Written or oral debriefings will not be given to unsuccessful respondents.

Changes to Contractor Staff

Personnel commitments made in the contractor's proposal shall not be changed without prior written approval, unless in the case of resignation or death of any named individual. CDPH shall approve in advance and in writing any full-time or temporary changes to the contractor's personnel.

Contractor personnel proposed to meet the requirements of this SOW must be available to begin work no later than May 2012, unless otherwise agreed to by the CDPH Contract Manager.

I. TERMS AND CONDITIONS

Period of Performance

- The term of the purchase order will begin on or about mid-May 2012 or upon final approval by the CDPH, whichever is later.
- The period of performance for this project shall be approximately 16 months from the day the purchase order is signed.

Completion Criteria

The contract for EARS will be considered complete when one of the following first occurs:

- CDPH provides 30 calendar days written notice to the contractor that no additional assistance is needed; or
- The total value of the contract has been expended; or
- Upon completion and approval of the last deliverable as proposed by the contractor and agreed by CDPH.

Term Changes

- Any purchase order resulting from the RFO may be amended to extend the contract term, contract total, and the SOW at any time by mutual agreement of the parties in writing. All such amendments shall be in writing and issued only upon written concurrence of the vendor and the State; or
- CDPH may reduce or cancel the agreement at any time upon written notice to the contractor. This may occur for budgetary reasons or stoppage or work due to CDPH directives/priorities.

ATTACHMENT B – COST WORKSHEET

For each deliverable, identify the contractor's staff to be assigned to that deliverable and the associated hours and costs for completing that deliverable. Provide the information for each deliverable in a table or spreadsheet similar to the format shown here:

#	Deliverable	Delivery Date	Staff Name	Hourly Rate	Est. hours	Cost
1	Detailed Project Plan	15 Days from start of Engagement	<i>Not a paid Deliverable</i>			
2	JAD Session Documents	TBD*				
3	Software Requirements Specifications	TBD*				
4	Data Dictionary and Data Model	TBD*				
5	Software Design Specifications	TBD*				
6	Coding Documents	TBD*				
7	System Documentation	TBD*				
8	Test Plan/Testing Deployment Strategy	TBD*				
9	Unit/System Test Report	TBD*				
10	User Acceptance Testing Completion Report	TBD*				
11	Implementation Plan	TBD*				
12	Training Plan	TBD*				
13	Training Materials	TBD*				
14	Training Completion Report	TBD*				
15	On-going Maintenance & Support Document	TBD*				
16	Knowledge Transfer Acceptance Report	TBD*				
17	Monthly Project Status Report	TBD*				
* Delivery Dates to be identified from Bidder's Approved Work Plan						

Provide one summary table that aggregates the costs and hours per contract staff for **all** of the deliverables. Provide this information in a table or spreadsheet similar to the format shown here.

OFFER TOTALS

Staff Name	Project Role	CMAS Classification	Published Hourly Rate	Negotiated Hourly Rate	Est. Total Hours	Total Cost
<i>[insert more rows if needed]</i>						
Contractor's Offer Totals						

ATTACHMENT C – PROPOSED SYSTEM ARCHITECTURE

Note: Please contact Priya Bacharaja @ CPNSITRequest@cdph.ca.gov for further information.

ATTACHMENT D - VENDOR REFERENCE FORM

Attach as part of the response to this attachment a description of a minimum of two recent projects your firm has completed that are similar to the project specified in this RFO. Recent projects are defined as projects that have been completed within the past three years. CDPH may, at its discretion, contact the listed clients to confirm the information provided by the vendor and determine client satisfaction with the outcome of the project. This information must be provided for each reference in order to satisfy this requirement.

Reference Information	Description
Project Name	Name of the project.
Client Name / Contact Name	Name(s) of the project's client. Name of the project contact person from the client's organization.
Address / Phone number	Address and phone number of the client contact.
Project Objectives	High-level objectives of the project.
Vendor's Involvement	Description of the project roles and responsibilities of the vendor's organization for the project.
Project Benefits	High-level description of the benefits that were to be achieved by the project.
Size and Complexity of Project	Total estimated cost, total actual cost, total estimated hours, total actual hours, estimated start and completion dates, and actual start and completion dates of the vendor's component of the project.

ATTACHMENT E – KEY STAFF QUALIFICATIONS

Complete this attachment (or a table or spreadsheet similar to it) for the proposed project staff. At a minimum, each proposed team member must have experience in at least one area listed below. Failure to complete this attachment may be cause for rejection of the offer. A minimum of three references for each contractor staff person is required

Experience	Years of Experience	Name of Project(s) and the relevant experience on the project(s). List dates of each engagement.	Reference Information: Name, E-Mail Address, Phone Number
<u>Mandatory:</u> Minimum four years professional experience in design, development, modifying and implementation of systems using n-tier architecture and web-based technology consistent with Department standards under SOW Attachment A.			
<u>Mandatory:</u> Minimum two years of experience performing requirements analysis and documenting the results of Joint Application Development (JAD) sessions.			
<u>Mandatory:</u> Minimum two years of experience in developing technical or functional documentation and test cases.			
<u>Mandatory:</u> Minimum three years professional experience in designing, constructing new, and modifying existing relational databases.			
<u>Mandatory:</u> In-depth knowledge and professional experience in web-based application programming languages and tools listed under RFO Attachment A – Scope of Work – Technical Components.			
<u>Propose One Candidate to serve as Lead for the Project.</u> <i>The proposed staff must meet the following mandatory requirements.</i>			
<u>Mandatory:</u> Minimum four years of broad and extensive project management experience. At least two years of that experience must be in a lead capacity in the application of technology or business practices projects.			
<u>Mandatory:</u> Must have experience in managing the business issues associated with project requirements and in-depth experience with managing the day-to-day operations of the project.			
<i>Desirable Attributes will be applied to the contractor staff persons and contractor lead. Additional points will be awarded for the following:</i>			
<u>Desirable:</u> Experience in the design, development and implementation of web-based applications for a federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) reporting.			

<u>Desirable:</u> Knowledge/experience working with California internet website accessibility and format standards.			
<u>Desirable:</u> Knowledge/experience working with CDPH programs and organizations.			
<u>Desirable:</u> Qualifications and experience with projects similar in size and duration as EARS.			
<u>Desirable:</u> Qualifications and demonstrated experience required to complete the identified project tasks and produce the deliverables.			
<u>Desirable:</u> Experience in managing the business issues associated with project requirements and in-depth experience with managing the day-to-day operations of the project.			
<u>Desirable:</u> Qualifications, experience and record of prior successful engagements of a similar nature that demonstrate the ability to support the SOW and the project's goals.			
<u>Desirable:</u> Project Management certification, such as Project Management Professional certification from the PMI or a degree in Project Management or a related discipline from an AACSB-accredited college or university.	Yes <input type="checkbox"/> No <input type="checkbox"/>		

ATTACHMENT F – EARS FUNCTIONAL REQUIREMENTS

Note: Please contact Priya Bacharaja @ CPNSITRequest@cdph.ca.gov for further information.

EARS FUNCTIONAL REQUIREMENTS

Note: Please contact Priya Bacharaja @ CPNSITRequest@cdph.ca.gov for further information.

ATTACHMENT G – HIPAA BUSINESS AGREEMENT

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations:”).
- B. The California Department of Public Health (“CDPH”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate’s organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
 - (1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- (2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.
- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions

about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
 - i. **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:
 - 1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - ii. **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
 - 1. What data elements were involved and the extent of the data involved in the breach,
 - 2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - 3. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - 4. A description of the probable causes of the improper use or disclosure; and
 - 5. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
 - iii. **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above,

as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

- iv. **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- v. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7700	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- i. Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- ii. Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- iii. Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or

received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- a. Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
 - b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.